Bangalore Development Authority

INVITATION FOR REQUEST FOR PROPOSAL

FOR

Providing PMC Services including Supervision, Quality control for the work of Improvements to Roads, drains of Connecting and Surrounding roads to Dr. K. Shivarama Karantha Layout, Bengaluru.

First Electronic Document (Technical Proposal)

Office of the

The Executive Engineer
DSKL Division, Bangalore Development Authority,
#108G, 5th cross, MLA Layout, RMV 2nd Stage,
Bhoopasandra, Bengaluru – 560 094

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Bangalore Development Authority

Office of the The Executive Engineer**,** DSKL Division, Bangalore Development Authority,
#108G, 5th cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru – 560 094

No: BDA/DSKL/ /2024-2025 Date:

SHORT TERM TENDER NOTIFICATION
(TWO COVER SYSTEM)
(Through Karnataka public Procurement Portal only)

1. The Bangalore Development Authority (BDA) DSKL division invites Request for Proposal from interested persons/firms those **who have done similar type of work** for **Consultancy Services for Project Management including Supervision, Quality control (PMC) for** the below works through e-Procurement system by the Executive Engineer, DSKL Division on behalf of the Commissioner BDA Bengaluru.
2. Tender documents may be downloaded from Government of Karnataka e-Procurement https://kppp.karnataka.gov.in under login for Contractors: After login to Contractors, Bruhat Bengaluru Mahanagara Palike, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Consultants/Agencies who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.
3. Tenders must be accompanied by Tender Processing fees which should be paid online through e-Procurement portal using any of the following payment modes: Credit Card Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. Tenders will be opened at prescribed time and date in the e-Procurement portal, in the presence of the Tenderers who wish to attend at the Office of the Executive Engineer, DSKL Division, Bangalore Development Authority, #108G, 5th cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru – 560 094

Sl.no	Name of work	EMD amount in Rs.	Time Period
1	Providing PMC Services including Supervision, Quality control for the Improvements to Roads, drains of Connecting to Dr. K. Shivarama Karantha Layout, Bengaluru.	**2,00,000/-**	Till Completion of the Project

Time Schedule/Calendar of events:

1	Tender Document may be downloaded through E-Procurement portal from	:	09.12.2024
3	Pre-bid Meeting	:	13.12.2024 at 4.00 PM Office of the Executive Engineer, DSKL Division, Bangalore Development Authority, #108G, 5th cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru – 560 094
4	Last Date & Time for receipt of Tenders	:	refer Karnataka Public Procurement Portal
5	Opening of Technical bid	:	refer Karnataka Public Procurement Portal
6	Validity of Tender	:	90 Days from last date of receipts of Tender

Eligibility Criteria:

1. Any reputed Individual / Company registered in register of company.
2. Work done certificate for having successfully executed at least one similar work not less than 50% of the project estimated cost for each work should be furnished along with tender.
3. The tender is of two cover system.

   i) Bidders/Consultants Should attach all the Scanned copies of technical documents/ certificates pertaining to their eligibility criteria mentioned above in the website itself, failing which the bid will not be considered. The original documents should be produced for verification at any stage of tender process as and when sought for failing which, the bids are liable for disqualification.

   ii) Rates shall be quoted in Financial Bid in the website itself on Lump sum basis.
4. The successful bidder will have to execute agreement with BDA within 20 days of receipt of Letter of Acceptance intimation.
5. The Bangalore Development Authority (BDA) reserves the right to accept / reject any or all the tenders without assigning any reasons.
6. The validity of tender will be up to the execution of Agreement with the main work.
7. Further details of the work can be obtained in the office of the Executive Engineer, DSKL Division on all working days between 10.00 A.M. & 5.30 P.M.
8. Aspiring bidders/Consultants, who have not obtained the user ID & Password for participating in e-Procurement portal in Bangalore Development Authority (BDA), may now obtain the same from the website https://kppp.karnataka.gov.in.
9. If the delay caused by the consultants is issuing any design and information necessary for execution thereby causing delay in completing the work the penalty

will be recovered from the consultant as per the rules prevailing for the recovery of the penalty from the consultant as per Agreement.

10. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in under login for Consultants. Aspiring Bidders/Consultants who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in.
11. For details, registration and e-payment visit GOK e-Procurement website https://kppp.karnataka.gov.in.

Sd/-
Executive Engineer
DSKL Division
Bangalore Development Authority

Section 2. Information to Consultants

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bangalore Development Authority (BDA) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is BDA's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BDA:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BDA, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BDA of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a BDA-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or executing a BDA-financed contract; and

(e) will have the right to require that, BDA inspects the consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BDA.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/BDA in accordance with the above sub-para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

i. The firms having following minimum experience during last 5 financial year i.e 2019-20 to 2023-24 will be considered for qualification.
   a. The Consultancy Firm / Company should have been involved in the Civil Engineering Consultancy Services for minimum 7 years. In support of this, the Consultant shall furnish Tax Registration Certificate along with the Technical Proposal.
   b. Achieved at least in two Financial Years a minimum Average Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs. 1.54 Crores during last 5 financial year i.e 2019-20 to 2023-24. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2024–25. In support of this, the Consultant shall furnish the Certificate from Chartered Accountant along with the Technical Proposal.
   c. Each tender in its name should have been executed and completed successfully in Urban Conditions Project Management Consultancy for at least one White Topping/Rigid Pavement/Flexible Pavement/ Footpath work/Junction improvement works/Urban drain Work etc., for which the total Value of Construction project is not less than Rs. 38.50 Crores. During last 5 financial year i.e. 2019-20 to 2023-24. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid. Further, the Value of the Completed Works shall be given a Weightage of 10% per year to bring them to the Price Level of 2023-24.

d. Consultants must have Key professionals required (as detailed in Terms of Reference) having experience in the construction of White Topping/Rigid Pavement Work/ Flexible Pavement/ Footpath work/Junction improvement works/Urban drain consisting of Roads, water supply, UGD, and other utilities to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.
e. Consultants must own well equipped laboratory accredited by NABL (in Bangalore apart from having their own necessary infrastructure.) or NAAC Accreditation. (The Consultant / Firm participating in the bid should have their own lab with NABL/NAAC.NABL or NAAC Accreditation and ISO certified or association with NABL Accredited lab equivalent And association with ISO certification in Karnataka State only)
f. Consultants must have a well-established office from past 7 years. They should have experience in road related works.
g. Certificates of proof shall be enclosed for the above.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks assigned to each staff member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include a number of years working for the firm/entity, and the degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

3.9 The rate quoted by the consultants should be inclusive of all applicable taxes, where there is a discrepancy between the rates quoted in the e-procurement portal and uploaded financial documents, then the rate quoted in the e-procurement portal will be considered inclusive of all taxes and binding on the bidder. If the Tenderer does not accept the rates quoted in the e-procurement portal, then the bidder Tender will be considered as Non Responsive, and bidders tender rejected and the earnest money deposit will be forfeited in accordance with Sub-Clause.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The Electronic Tendering System for the Assignment comprises (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal only.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorized to sign on behalf of the Consultant. Such Authorization shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.

4.4 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.5 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.6 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the e – Procurement.

4.7 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.8 **Earnest Money Deposit**

4.8.1 The Consultants shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in Letter of Invitation for this particular Work. Further, out of the total EMD Amount only Rs. 2.00 Lakh (Rupees One Lakh only) shall be paid in the e – procurement portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalized/Scheduled Bank.

a. Credit Card.
b. Direct Debit.
c. National Electronic Fund Transfer (NEFT).
d. Over the Counter (OTC).

<u>NEFT Payment Procedure</u>

If a Consultants chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

<u>OTC Payment Procedure</u>

If a Consultants chooses to make Payment of EMD / Tender Processing Fees Over the Counter (OTC) in any of the designated ICICI Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to

log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

4.8.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD for Rs. 2.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded
b. The Consultants Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1 and 4.7.2.

4.8.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non-Responsive.

4.8.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.8.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.8.6 The Earnest Money Deposit may be forfeited

4.8.6.1 If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;

4.8.6.2 If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6.

4.8.6.3 In the case of a successful Consultant, if the Consultant fails within the specified time limit to

4.8.6.4 Sign the Agreement; or

4.8.6.5 Furnish the required Performance Security.

4.8.7 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the e- procurement Portal. The Proposal will disappear automatically immediately after the Time of Submission has elapsed.

4.8.8 Consultant may modify the Contents of their Technical Proposal or Financial Proposal before the deadline for Proposal Submission mentioned in the Portal.

4.8.9 Consultant may withdraw their Proposals by canceling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

4.8.10 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

Proposal Evaluation

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the e – Procurement Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non-Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the e – Procurement Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

5. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

6. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7. CONFIDENTIALITY

7.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

8. Performance Security

8.1 Within 20 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

8.2 Banker's Cheque/ Demand Draft / Pay Order in favour of "The Commissioner", The Bangalore Development Authority (BDA) Bengaluru payable at Bengaluru or

8.3 A Bank Guarantee in the Form given in Appendix F.

8.4 Fixed Deposit Receipt (FDR) pledged in the name of "The Commissioner", The Bangalore Development Authority (BDA).

8.5 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

8.6 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

8.7 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

8.8 Security Deposit will be discharged only after the Completion of main project, defect liability Period and Maintenance Period plus 30 days.

9. **Conflict of Interest**

9.1 Conflict of Interest for a Consultant is defined as

9.1.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

9.1.2 Any Consultant black listed or debarred by the Government of India / any State government/any other Organisations would not be eligible for Appointment as Consultant.

Data Sheet

Information to Consultants

Clause Reference	
1.1	The name of the Client is: The Commissioner, The Bangalore Development Authority (BDA) Bangalore Any information, submission of proposal and/or all correspondence to be sent to the Executive Engineer, **Executive Engineer,** **DSKL Division, Bangalore Development Authority,** **#108G, 5th cross, MLA Layout, RMV 2nd Stage,** **Bhoopasandra, Bengaluru – 560 094** The method of selection is: **Least Cost Selection (LCS)**
1.2	A technical and a Financial Proposals are requested: Yes The name, objectives and description of the Assignment are: **Providing PMC Services including Supervision, Quality control for the work of Improvements to Roads, drains of Connecting and Surrounding roads to Dr. K. Shivarama Karantha Layout, Bengaluru."**
1.3	The Assignment is phased: NO
1.4	A Pre-Proposal Conference will be held: **Yes**. It will be held at the **Office of the Executive Engineer, DSKL Division, Bangalore Development Authority, #108G, 5th cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru – 560 094** The Name (s), Address (es) and Telephone No. (s) of the Employer's Official (s) are: **Executive Engineer,** **DSKL Division, Bangalore Development Authority,** **#108G, 5th cross, MLA Layout, RMV 2nd Stage,** **Bhoopasandra, Bengaluru – 560 094**
1.5	The Client will provide the following inputs: Detailed Project Report with Drawings, Agreement entered between the BDA and the Contractor.

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested prior to Pre- Proposal conference before the submission date through e – Procurement Website only.

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted consultant may associate with another shortlisted consultant: NO

(ii) The estimated number of key professional staff months required for the assignment is: **to be furnished by consultant based on the Scope of Work**.

(iv) The minimum required experience of proposed key professional

The minimum required experience of proposed key professional staff is:

1) **Team Leader**: This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire project implementation activities and total project execution. This position requires a Senior Engineer who shall be graduate in Civil Engineering with Post graduation on highway engineering having experience of 10 years in flexible pavements, rigid pavements, utilities, water supply and other urban road infrastructure works. He should have handled as Team Leader at least two project management and construction supervision work of similar road works in last 5 years.

2) **Other Key Professionals:**

Highway Engineer: This position requires a graduate in Civil Engineering with minimum of 08 years' experience. He should have worked as Highway engineer for at least two Similar Road projects in the last 5 years

Quality Control Engineer: This position requires a graduate in Civil Engineering with minimum of 8 years' experience. He should have worked as Senior Material / Quality Control Engineer for at least two major highway / Similar Road projects in last 5 years

Quantity Surveyor: This position requires a graduate in Civil Engineering with minimum of 8 years' experience. He should have worked as Quantity surveyor for at least two Similar Road projects in last 5 years

Lab technician: This position requires a graduate in Civil Engineering with minimum of 3 years' experience. He should have worked as laboratory technician for at least two major highway / Similar Road projects in last 5 years

(vi) Reports which are part of the assignment must be written in the following language: English

3.4 (vii) Training is an important feature of this Assignment: No

(viii) Additional Information in the Technical Proposal includes: All details as required under Technical Evaluation form have to be submitted in details. The client reserves the right to cross check the authenticity of the details submitted for each category of Technical Proposal sought for the Proposal

3.10 1. Proposals must remain valid 90 days after the submission date/

4.3 Consultants must submit all details of the proposal to be scanned and submitted through e-procurement portal only and an original hard copy of the documents submitted through e-procurement portal is also required to be submitted at the Clients office.

5.1 The Address to send Information to the Employer: **Executive Engineer, DSKL Division, Bangalore Development Authority, #108G, 5th cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru – 560 094**

5.3 The Numbers of Points to be given under each of the Evaluation Criteria are:

		Points
(i)	Specific Experience of the Consultant related to the Assignment of Similar Nature in last 5 years	5
(ii)	Consultant should have an own well equipped laboratory accredited by NABL or association with NABL Accredited lab equivalent And ISO certification in Karnataka State only	10
(iv)	Qualification and Relevant Experience of the Key Professional Staff for the Assignment	60
(v)	Task Assignment, Manning Schedule, Methodology and Work Plan For Performing the Assignment	15
(vi)	Setting up of Local Office in Bangalore, Equipment and Software proposed to be used & Suitability of transfers of knowledge	10
	Total	**100**

The Numbers of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment are

		Points
(i)	General Qualification Educational Qualification-10 Points Experience in Civil Project Nos-10 points Experience in Similar Projects -10 Points	30
(ii)	Adequacy for the Project Experience in Project Management Consultancy for Grade Separated Structure in Urban Conditions	60
(iii)	Experience in Region and Language Knowledge in Kannada and English Language (5+5=10points)	10
	Total	**100**

Qualifications and competence of the key professional staff for the Assignment
Team Leader) cum Senior Highway Engineer (01 No)X8=8Points
Senior Highway Engineer (02No) X 5 =10Points
Quality Control Engineer (02 No) X 5 =10Points
Quantity Surveyor (02 No) X 5 =10Points
Site Engineers (06 No) X 3= 18 points
Lab Technicians (02 No) X 2= 4Points

The minimum Technical Score required passing: **75 Points**

6.1 The Address for Negotiations is: **Office of the Executive Engineer, DSKL Division, Bangalore Development Authority, #108G, 5th cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru – 560 094.**

7.2 The Assignment is expected to commence **immediately at Project Location**.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)	TO: (Name and Address of Client)
_____	_____
_____	_____
_____	_____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate form.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other technical education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date: _____
[Signature of staff member and authorized representative of the Consultant]Day/Month/Year

Full name of staff member: _ _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart) *												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature:_____
(Authorized Representative)

Full Name:_____

Title:_____

Address:_____

CONSULTANT **Executive Engineer (Projects -2 Division)**

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

					Month wise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*								
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

CONSULTANT **Executive Engineer (Projects -2 Division)**

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject:**" Providing PMC Services including Supervision, Quality control for the work of** Improvements to Roads, drains of Connecting and Surrounding roads to Dr. K.Shivarama Karantha Layout, Bengaluru.- TECHNICAL PROPOSAL.**Financial Proposal.**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*]. Inclusive of all applicable taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST	
	Consultancy GST	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

4C. BREAKDOWN OF COSTS (RS)

REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

III Transportation

Total:

IV. <u>Duty Travel to Site</u>

Total:

V <u>Office Rent</u>

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. <u>Office Supplies, Utilities and Communication</u>

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL : ----------

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment

No.	Description (*)	Unit	Quantity	Rate ( )	Amount ( )
	Office Furniture				
1					
2					
3					
4					
5					
6	**Office Equipment**				
1					
2					
3					
4					
5					
6					
				Total	

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
				Total	

IX. Topographical Surveys (if any) * - Not Applicable

_____

- Prepare details as appropriate for the consultancy assignment

SECTION -V

TERMS OF REFERENCE

1. BACKGROUND

2. DESCRIPTION OF ASSIGNMENT

3. DETAILED SCOPE OF SERVICES

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

5. SERVICES DURING DEFECTS LIABILITY PERIOD

6. KEY PROFESSIONALS REQUIRED

SECTION 5
TERMS OF REFERENCE (TOR)

5.1 BACKGROUND : **The Bangalore Development Authority (BDA), "the client" is desirous of obtaining the " Providing PMC Services including Supervision, Quality control for the work of Improvements to Roads, drains of Connecting and Surrounding roads to Dr. K.Shivarama Karantha Layout, Bengaluru.- TECHNICAL PROPOSAL. for a duration till the completion of the project i.e 11 months and Two years defect liability period".**

5.2 The objectives and description of the services are:

a. The main objective of hiring PMC is to see that all construction activities are executed by the contractor as per the IRC/IS codal provision and drawings. For every activity including testing of material at site/yard/source is the responsibility of PMC for all items of work. Further, PMC will have to monitor, manage and documentations to see that required progress is achieved as per the program.
b. To carry out Proof Checking of the Designs (including design data calculation) and all Drawings submitted by the Construction Agency.
c. PMC alone will be held responsible for all the onwards incidents/defects/bad work/quality works/workmanship.
d. Workmanship including riding quality of Rigid Pavement/Flexible Pavement and quality control should be tested as per the codal provision and to be certified along with the recommendation for approval.
e. PMC has to ensure that curing of concrete structures to be continuous, if any lacunas then PMC should ensure that curing is done as per the codal provision by the executing agency.
f. Conducting 100% of Quality Control tests, providing Mix design as per the Norms stipulated in IRC, MoRT&H and BIS Specifications. Testing is to be done by consultancy under the supervision of the client in the laboratory established by the consultancy (Laboratory to be NABL accreted laboratory). The details of tests to be carried out are as per the Quality Assurance standards.
g. PMC has to co-ordinate and arrange joint inspection with necessary documents from the service departments like BWSSB, BESCOM, KPTCL, BSNL, Railway, Traffic Police and BMTC etc. for the approval sought and get the required approval by the Client/Contractor.
h. To carry out proof Checking of the Designs (including design data calculation, survey works and other work incidental to execution) and Drawings submitted by the Contractor as per the site condition.
i. To attend the complaints received and meetings by the General public, public representatives.
j. Monitoring construction mobilization activities.
k. Assist taking remedial measures to avoid slippages, cost overrun, delays by the contractor.
l. Ensure safety during construction and adherence to all Environment Management Regulations prescribed under the contract.
m. Ensure that adequate contract Administration is achieved.
n. To give mark out as per the approved drawings at site and certify the same.

o. To monitor Physical Progress of the Works to be completed in Scheduled Time Frame. Further, if physical progress not achieved by the agency, then to issue a notice and to see that all activities at site is achieved. PMC is responsible to answer and reply for letters submitted by contractor in consultation with BDA.
p. To monitor and submit the report regarding pot holes and cleanlyness of site within battery limit of the project. PMC should submit the same report to BDA weekly once.
q. To monitor and submit the report that all the timely submittal of drawings, mix designs of concrete, required certification by the contractor before commencement of the work.
r. All the Laboratory/Testing equipments shall be calibrated periodically as specified.
s. The frequency of tests shall have to be carried out as per IRS & IS and Quality Assurance relevant codes of practice and as per the directions of Engineer-in-charge of the work.
t. PMC will be responsible for Quality Control both for Materials and Workmanship and day–to–day Supervision of each Activity.
u. PMC will be responsible for Quality of White Topping concrete and other items in the main contract for design life span.
v. PMC has to present the PPT whenever asked by BDA and has to submit four hard copies each time.
w. To deploy the Professional and Sub-ordinates as per the Need of Assignment for day – to – day Supervision of the Works.
x. To monitor the Work by adopting Scientific Principles of Construction Management, Quality Management, Cost and Time Control, Safety Measures and achieve Satisfactory Completion of the Project with respect to Cost, Time and Quality.
y. To highlight Lacunae, if any, and also suggest Steps / Solutions for the same so that to achieve the Overall Target of Quality Control.
z. To assist the Construction Agency to carry out Testing (both Field and Laboratory) of Materials / Elements / Products used in Construction Work for Quality Control as per Relevant IRC, MoRT&H and BIS Specifications.
aa. To ensure that Minimum Frequency of Tests is conducted by the Construction Agency as per the Norms stipulated in IRC, MoRT&H and BIS Specifications.
bb. To obtain Independent and Objective Assessment of the Technical Quality of all Construction Works to be completed and to assure that the Works are constructed with Construction Materials as per Standards and Norms.
cc. To verify the Methodology, Workmanship and Quality of various Materials / Elements/Product of the Works.
dd. To point out if there are any Discrepancies / Errors / Omissions and give Suggestions and Remedial Measures within the Codal Provision.
ee. Represent the interest of the BDA vis-a-vis the Contractor in any manner related to the construction contract and proper execution thereof.
ff. Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programs that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.
gg. Assess the adequacy of all inputs such as materials and labours provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and is condition) to ensure compliance with the Contractor's commitment in his bid.

hh. Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract.

ii. Compute quantities of approved and accepted work and materials and check, certify and make recommendations of the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All Bill for payment shall accompany with necessary Quality control test reports as per MORT&H.

jj. Prepare and submit weekly/ monthly reports on the progress of works, the Contractor's performance quality of works and the project's financial status and forecasts.

kk. Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information of any effect the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details.

ll. Provide legal advice on possible Contractor's claims.

mm. Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions.

nn. Maintain representatives at such manner that adequate supervision of construction works is ascertained at all times when the contractor is working. Maintain representative at the Batching plant in such a manner that adequate quality control of material, Mix Design and is ascertained at all times when the contractor is working and also more than one contractor is working in the package.

oo. Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.

pp. Organise the supervision of the works with proper allocation of responsibilities to the individual inspectors and also at least one engineer staff must be present at the plant to ensure the proper quality of the mix as per relevant standards and atleast two (2) engineering staff must be present at the site during the execution of the work, to supervise the work to ensure effective execution. The presence of these staff's shall be certified by the engineer in charge of the work and shall be submitted along with other reports.

qq. Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

rr. Review and approve the Contractor's working drawings, and drawings for temporary works.

ss. Assure the receipts of and maintain as permanent records, all warrants required under the terms of the contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as–built drawings to be prepared for all works by the contractor.

tt. Provide and operate a materials laboratory on the basis of the provisions in the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained.

uu. Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.

vv. Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial

completion.

ww. Perform all other tasks not specifically mentioned above but which are necessary and essential to successfully supervise and control all construction activities in accordance with the terms of reference of the works contract.

xx. Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-a-vis, the accepted programme on Regular basis. If any shortfall is noticed the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contract to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

yy. Provide BDA with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme notwithstanding the action taken by the consultant as stipulated in clause7.1 (Sl), the consultant shall report to BDA with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BDA in issuing notice to the contractor of wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimated to BDA for taking necessary action.

zz. The fully equipped office of the Consultant consisting of Key Professionals and other supporting personnel should be established at site.

aaa. To submit the test report conducted on construction materials and at site during execution of the work and after completion of the work like field test of concrete at Batching plant and at site to ascertain strength of concrete compactness of concrete and steel reinforcement and other test required for concrete and steel as per IS.

bbb. Time frame for submission of Design/Reports/Drawings/opine/Suggestion/ Review /other work incidentals is listed in the table below and the Consultant to strictly adhere to the timeline suggested. Upon conclusion of the time limit. the Design / Reports / Drawings / opine / Suggestion / Review /other work incidentals are deemed to be in order & work will be carried out as per the submissions and consultant will be liable if any lacunae are found subsequently. Further, action will be initiated as per SPECIAL CONDITIONS OF CONTRACT.

5.3 Broad Scope of Work of Project Management Consultant

The Consultant's Scope of Services shall consist of the following.

5.3.1 Project Management Stage

a. The Project Management Consultant shall perform all the Duties, Liabilities, Functions and Obligations as laid down with Reasonable Skill, Care and Diligence and also ensure that the Works are executed at Site strictly as per the Approval granted by the Employer / Govt. of Karnataka / concerned Local Authorities and as per the Terms and Conditions of the Contract Agreement entered between the Employer and the Respective Contractors, within the given Time Frame and Budget Provisions.

b. The Project Management Consultant will be required, during the Construction Phase to provide the Field Supervision and sufficient Technical Assistance (Staff) to keep check on

Quality Control of the Work at Site on daily basis. For this purpose, the Project Management Consultant shall have to post their Engineer – in – Charge at the Site of Work and provide the agreed necessary and adequate Technical Staff for Supervision and exercising Adequate and Constant Day to Day Technical Supervision over the Construction including giving Layout and Alignment, its Checking, Checking Requirements of Materials and Equipment and their Procurement in time, conforming to Approved Specifications and Accepted Standards.

c. Shall submit Fortnightly and Monthly Progress Report as per the Directions of the Employer including maintenance of necessary Site Records, containing Data in support of the same, carrying out Field Tests on Materials, Structures, etc. and obtaining necessary Approvals thereon and maintaining Adequate Records thereof and Certifying the Bills for Payment to the Contractors including Recommendation of Extension Applications, Extra Items, Variation Statements, Quality Control Checks for Final Bills, etc. in the Forms prescribed by the Employer.

d. Cropping up of Extra Items / Substituted Items and Deviations shall strictly be avoided. However, in Unavoidable Circumstances, necessary Statement duly supported by the Justification and Analysis of Rates for Extra Items / Substituted Items, Deviation shall be submitted by the Project Management Consultant as per the BDA Forms or any other Formats approved by the Employer along with Consultant's Recommendations for Extra / Substituted Items. The Project Management Consultant shall ensure that the Case is put up for the Approval of Employer early enough so that in no case Construction Work shall suffer on this account. In regard of Grant of Time Extension Cases, prior approval of the Employer shall be obtained by the Project Management Consultant.

e. **The Scope under this Phase of the Assignment shall include, inter alias, the following**.

i. Complete Day to Day Supervision of the Corridor Improvement Works along Selected Stretch of Chord Road, Development Works ensuring Quality Control in accordance with the Tender Stipulations, Specifications, Drawings and Site Conditions. The Quality Control shall be exercised at all Stages of Construction, viz., Approval of Materials, Inspection of Equipment, Usage thereof in proper Proportions and Workmanship at all Stages of Execution of each Items of Work.

ii. Ensure Proper Establishment of Field Laboratories / Quality Control Equipments on Site by the Contractors to conduct Tests on Materials / Mixes being used for Construction such as Cement, Steel, Bricks, Mortars, Concrete, etc. Essential Gauges, Instruments, etc. shall be got calibrated periodically. The Project Management Consultant shall maintain necessary Site Records and obtain Data in support of the same.

iii. Suggesting Modifications, if any, due to the Site Conditions and submit the Recommendations along with Cost Variations on account of the same to the Employer for approval.

iv. Ensure Regular and Timely Flow of Approved Working Drawings / Instructions so that to complete the Works without any Delay on account of the same.

v. Verification and recommendation for Payment by the Employer of Contractor's Periodic or Stage wise Bills for the Work done and Material / Plant Advance, keeping Record of

Joint Measurement of Work and Certification of the Bills that the Work is in accordance with the Design, Quality, etc. and maintain necessary Site Computerized Measurement Records and other Site Records, which shall be made available to the Employer for Verifications / Authentication if required by the Employer.

vi. Monitoring Progress by using Modern Methods of Control such as Computerized PERT / CPM, Submission of Progress Reports of Work executed monthly. Reports for both Financial and Physical Progress with reference to Prefixed Targets shall be prepared. Constant Review of Progress within present time and Cost Parameters shall be done. The Consultant shall have to suggest Improvements from time to time. The Consultant shall inform the Employer about the Progress of the Project vis – a – vis PERT / CPM Controls on fortnightly basis.

vii. Complete Administration and Management of Contract till Expiry of the Contract Period.

viii. Coordination with other Contracting Agencies, the Agencies like Railways, KPWD, NHAI, Traffic Police, BESCOM, BSNL, BWSSB, BMRCL, KPCL, BBMP, Defense, Forest and any other Local Authorities, etc., which may be expected to be working in the same area.

ix. The Project Management Consultant shall be responsible for assessing, verifying and sending Replies to the Day-to-Day Issues raised by the Contractor during the Execution of Work or after Completion of the Work. However, in case of any Claims with Financial Implication, Approval of the Employer shall be obtained. Nothing Extra shall be paid to the Consultant for such Works. The Consultant shall work as Conciliator in the Event of any Dispute arising between the Parties before the Matter goes to Legal Forum. The Consultant shall furnish all the Technical Details related to the Project as and when required by the Employer till the Final Conclusion of the Arbitration / Litigation case.

x. Rendering generally as Project Management Consultant, all Technical Services / Guidance/ Advice as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the Project Management Consultant by the Employer.

xi. The Project Management Consultant shall collect and deliver to the Employer any specific Written Warranties or Guarantees given by others, including all required Trade Contractor Guarantees and Warranties.

xii. The Project Management Consultant shall prepare a Realistic Cash Flow / Expenses on Budget Head for the Project on available Information and update the same as required on a regular basis to reflect the Current Status.

xiii. In case certain Additional Works are required to be carried out for obtaining Approval of the Statutory Bodies or to make the Completed Works / Areas Operational, Project Manager, on obtaining the approval from the Employer shall complete the same through the Construction Agency before handing over the said Completed Works to the Employer or to its Appointed Maintenance Agency or to Allottee / Occupant authorized by the Employer. Identification of the Additional Work, Verification of / Providing Details for Execution, Supervision of the Execution and Certification of the Completed Works shall be the Responsibility of the Project Management Consultant.

xiv. The Project Management Consultant shall keep the Employer apprised of any Delays, keep a Hindrance Register indicating all Details of all such Delays which will also be furnished with Recommendations for Approval of the Employer for grant of Extension of Time by the Employer to Contractors.

xv. To give advice on Tree relocation, plantation

5.3.2 Completion Stage and Handing over Stage

a. Obtain and submit all the Records from the Contractor and the Records of any Changes made in the Works during the Progress of Works and submit required number of Completion Reports and Completion Drawings for the Project, prepared by the Contractor / Contractor's Design Consultant incorporating all such Changes, duly vetted and authenticated by the Project Management Consultant as required for obtaining "Completion / Occupancy Certificate" from Statutory Authorities, wherever required.

b. Obtain Certification from Consultant / Contractor and submit "As Built Drawings" prepared by the Contractor at an Appropriate Scale indicating the Details of Corridor with Flyovers, Underpass and other allied Works, Structure and Services duly authenticating and supply six (6) copies of As Built / Completion Drawings to the Employer.

c. Obtain from the Contractor and submit two (2) soft copies of the Complete Set of Drawings / Documents and two (2) copies of Drawings on Reproducible Paper for the Works executed to the Employer.

d. Verification of Work on its completion and issuing Completion Certificates (Virtual as well as Actual) for the Completed Works so that to enable the Employer to record Completion of the Works.

e. Verification by taking and recording Joint Measurements of the Final Bill to be submitted by the Contractor, process, certify and recommend as per the Terms and Conditions of the Contract Agreement for Release of Final Payment by the Employer and attend to the Observations / Queries raised while processing the same for Payments by the Employer.

f. The Project Management Consultant shall also submit necessary Information as required by the Employer for Finalization of Accounts and commit to continue till the Accounts are finalized at agreed upon Terms.

g. The Project Management Consultant shall maintain Complete Documentation and render all Technical Services as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the Project Management Consultant by the Employer. The Project Management Consultant shall furnish the Drawings and Details required for obtaining Statutory Approval / Approvals of the Employer or the Maintenance Agency appointed by the Employer for the said purpose, with respect to the Completed Works.

h. The Completed Works shall be handed over by the Project Management Consultant along with the Necessary Documentation in Pre-Determined Phases to the Employer or the Appointed Agency or any Allottee / Occupant authorized by the Employer. The Consultant shall also promptly attend to any Defects / Deficiency noticed in the Completed Works within the Scope of Work of Execution without demur and get it rectified by the Construction Agency. Verification of Rectification Details, Supervision and Certification of the Rectification Works shall be the Responsibility of the Project Management Consultant.

i. Submit "Maintenance Manual" furnished by the Contractor / Vendor for the Infrastructure and Road Furniture built.

j. The Employer may deploy Third Party Consultant for Proof Checking of the Structure.

The Project Management Consultant shall abide by the Instructions / Suggestions given by the Third-Party Consultant for the successful completion of the Project.

k. Supervise and manage the construction works to ensure their compliance with the terms and conditions of contract agreement, specifications and their completion on time.

5.1. DESCRIPTION OF ASSIGNMENT: The Consultant's services shall consist of construction Supervision of Works, quality control and project management.

5.2. DETAILED SCOPE OF SERVICES OF CONSTRUCTION SUPERVISION AND MANAGEMENT SERVICES

5.3. Scope of Work

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience to carry out the assignment The Services will include but not be limited to the following:

a) Represent the interest of the BDA vis-à-vis the Contractor in any manner related to the construction contract and the proper execution thereof.

b) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programs that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.

c) Assess the adequacy of all inputs such as materials and labours provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid.

d) Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract.

e) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.

f) Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All Bills for payment shall accompany with necessary Quality control test reports as per MORT&H.

g) Prepare and submit weekly/monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.

h) Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect

the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details.

i) Provide legal advice on possible Contractor's claims.

j) Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions.

k) Maintain representatives at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working. Maintain representative at the Batching Plant in such a manner that adequate quality control of material, mix, Design and is ascertained at all times when the contractor is working and also more than one contractor is working in the package.

l) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.

m) Organise the supervision of the works with proper allocation of responsibilities to the individual inspectors and also at least one Engineer staff must be present at the plant to ensure the proper quality of the mix as per relevant standards and atleast two (2) engineering staff must be present at the site during the execution of the work, to supervise the work to ensure effective execution. The presence of these staff's shall be certified by the Engineer in charge of the work and shall be submitted along with other reports.

n) Prepare and maintain inspection and Engineering reports and records to adequately document the progress and performance of the works.

o) Review and approve the Contractor's working drawings, and drawings for temporary works.

p) Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as-built drawings to be prepared for all works by the contractor.

q) Organise and operate a materials laboratory on the basis of the provisions in the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained

r) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.

s) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial completion.

t) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of reference of the works contract.

u) Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-à-vis, the accepted programme on regular basis. If any shortfall is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

v) Provide BDA with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme notwithstanding the action taken by the consultant as stipulated in clause 7.1(sl), the consultant shall report to BDA with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BDA in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to BDA for taking necessary action.

w) To submit the test report conducted on construction materials and at site during execution of the work and after completion of the work like field test of concrete at Batching Plant and at site to ascertain strength of concrete compactness of concrete and steel reinforcements and other tests required for concrete and steel as per IS.

.2 Actions requiring specific approval of BDA

The Consultant will be required to obtain the specific approval of BDA before taking any of the following actions:

a) approving subcontracting of any parts of the Works,
b) certifying additional cost,
c) determining an extension of time,
d) issuing a variation order,
e) Recommendation for variation in work quantities, fixing rates or prices.

3.3 Liaison Meetings

Liaison meetings shall be held between the BDA and the Contractor at weekly intervals. The meetings would be attended by members of the supervision staff as necessary and would have the objective of expanding on the contents of the progress reports, discussing any problems and financial matters.

4.0 Reports, Time Schedule and Payment Schedule

4.1.1 Contract Schedule

The Project Construction Period stipulated is eleven (11) months. However, the consultancy services for Project Management and Construction supervision may be required for a period of 11 months or till completion of the work.

4.1.2 Schedule of Reports

The Consultant shall prepare and submit four (4) copies to BDA of each of the following reports and documents in English:

a)	Inception Report and QAP	-	within 7 days after mobilization
b)	Monthly Progress Reports	-	By the 5th of each month
c)	Final Report	-	One week after completion of the works (provisional acceptance).
d)	Q.A. Report	-	Along with the R.A.Bills

4.1.3 Contents of Reports

a. Inception Report

The Inception Report shall cover the following:

- Reviewing Contractor's mobilization and work plan.
- Setting out Guidelines for Administering, Monitoring and evaluating project progress.
- Mode of co-operation with the BDA, the concerned E.E and any other related organization(s).
- Quality Assurance Programme.
- Plant inspection and report.
- Pre-execution material testing reports

b. Monthly Progress Reports

Monthly Progress Report summarizing activities and work progress achieved in the last months will be submitted in lieu of the weekly progress report for that week.

c. Final Report

On completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions recommended operational procedures, expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, computer programs, etc. shall become the property of the BDA. The Consultant shall provide one reproducible copy each of constructional and as-built drawings.

4.1.4 Payment Schedule:

On entering into Agreement and against Submission of Bank Guarantee of 5% of Contract equivalent amount. Further, running bill Payment will be made as per Pro-rata basis against the certified bill amount of the contractor.

5.0 Services during the Defects Liabilities.

During this period, the Consultant shall undertake the following:

a) Inspection of roads periodically and report to the BDA regarding status/defects observations in the road and any maintenance works to be carried out by the contractor.

b) Inspection of works prior to the expiry of the Contractor's defects liability /Maintenance period, preparation of a final deficiency list if required, supervision of

remedial works and recommendation to BDA as to the date of the Final Inspection of Works.

c) Carrying out Final Inspection of Works together with representatives of the BDA and the Contractor.

d) Preparation and issuance of the Defects Liability Certificate.

e) Preparation of Final Payment Certificate.

6.0 Key Professionals for the required Services

Key personnel for the services shall consist of

(1) (Team Leader) cum Senior Highway Engineer, - 1 No.

(2) Senior Materials / QC Engineer. 2No.

6.1 The minimum requirement for supporting staff for the services is as follows:

1. Quality Control Engineer - 2 No.
2. Quantity Surveyor - 2 No.
3. Site Engineers (Highways) - 6 Nos.
4. Lab Technicians - 2 Nos.

The minimum required experience and qualification are as per Clause 2.1 of Data sheet.

The services of these key personnel / supporting staff shall be available full time during the entire period of project construction. Further, at any given point of time minimum two number of PMC Engineer should present at all roads of the project area.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GCC");
   (b) The Special Conditions of contract (hereinafter called "SCC");
   (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	Not Used
Appendix C:	Key Personnel and Sub-consultants	----------
Appendix D:	Services and Facilities to be provided by the Client	Not Used
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Form of Guarantee for Advance Payments	_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GCC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SCC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GCC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants under this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such applicable taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BDA, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive BDA of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GCC 2.7 , or upon expiration of this Contract pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.7 and GCC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Consultants:**

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) Any other action that may be specified in the SCC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.

5.4 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the

SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to clauses GCC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

(a) Subject to the ceilings specified in Clause GCC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GCC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GCC 6.2(c). If specified in the SCC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.2(c).

6.3 Currency of Payment

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or

subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is Engineer – in – Charge

[1.4.1 The addresses are:

Client : COMMISSIONER., BDA
Represented by the Executive Engineer,
DSKL Division, Bangalore Development Authority,
#108G, 5th cross, MLA Layout, RMV 2nd Stage,
Bhoopasandra, Bengaluru – 560 094

Tele :_____
Facsimile : _____
E-mail :

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client: **Executive Engineer,**
DSKL Division, Bangalore Development Authority,
#108G, 5th cross, MLA Layout, RMV 2nd Stage,
Bhoopasandra, Bengaluru – 560 094
For the Consultant :
_____
_

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

2.1] The date on which this Contract shall come into effect is: Date of signing of Agreement or Letter of Award whichever is earlier.

2.2] The time period shall be 365 days

2.3] The period shall be Twelve Months

3.4] The risks and the coverage shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ____ for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
[Note: Fill in the blanks and delete what is not applicable]

3.7] The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

5.1] Note: List here any changes or additions to Clause GCC 5.1 If there are no such changes or additions, delete this Clause SCC 5.1 from the SCC.]

6.2] The amount of Contract is Rs. _____.

6.4] The account is: ……..]

Payments shall be made according to the following schedule:

The consultancy fee payable as per the payment schedule, further on submission of monthly reports and attendance extract of the consultant's personnel, submission of inspection report.

6.5] Payment shall be made within 60 days of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

6.6] If any disputes or difference of any kind whatsoever were to arise between the Executive Engineer and the Consultants, subject to other form of settlement hereafter provided the Bangalore Development Authority (BDA) Commissioner's decision in respect of every disputes or difference so referred shall be final and binding upon the Consultant.

7.2] Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1] Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If in a dispute subject to Clause SCC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for the dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation act 1996, of India.

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

[**Supplementary Clauses**

1. The PMC shall supervise and monitor the Work of the Contractor as per the Schedule or Time Frame agreed upon by both Employer and Contractor. In respect of the Shortfall in Progress (reviewed every fortnight), assessed due to the Delay on Part of the Consultant, the Consultant shall be liable to pay as Penalty, which will compounded after every Fortnight Delay, an amount equal to one percent (1%) of the total Fee for every Fortnight Delay subject to a maximum of ten percent (10%) of the total Fee. The Details will be ascertained at Time of the Agreement.
2. The Scheduled Time for Completion of PMC services is till completion of the project. Further, if the Project Period is extended beyond the Stipulated Time Frame for any reasons, no Extra Consultancy Charges shall be paid to the consultant.
3. However, if the Extension / Delay is more than eleven Months beyond the Stipulated time Frame for no reasons attributed by the Consultant then mutually Agreed Rates shall be paid based on the Breakup of Cost furnished by the Consultant for the Final Contract Price.

IV. APPENDICES

Appendix A: Description of the Services

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

Appendix B: Reporting Requirements

[List Format, Frequency, Contents of Reports and Number of Copies; Date of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

Appendix C: Key Personnel and Sub-consultants

[List hereunder:
C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.
C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

Appendix D: Services and Facilities to be provided by the Client

[List hereunder:
F – 1 Services, Facilities and Property to be made available to the Consultant by the Employer.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Format of Bank Guarantee for Performance Security

(Clause 9 of Information to Consultant)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: Bank Guarantee: _____ Date: _____

To

The Commissioner
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West, Bengaluru – 560 020

WHEREAS _____ [Name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No._____ dated _____ to provides the services on terms and conditions set forth in this Contract _____ (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [Amount of Guarantee]_____ [in Words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the Terms of the Contract or of the Services to be performed there under or of any of the Contract Documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____ unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of ……. months i.e. upto 3 months beyond the expiry of Maintenance Period of ……. months.

Signature and Seal of the Guarantor _____
In presence of
Name and Designation
(Name, Signature and Occupation)
Name of the Bank
Address (Name and Occupation)
Date _____

Appendix G: Format BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To,
Commissioner
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West, Bengaluru – 560 020

In accordance with your **Tender No.** _____ **Date:**_____ for the Work of_____ (hereinafter called "the Tender"), M/s._____ one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at _____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. _____ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, _____ (Name of Bank) of_____ (Name of Country) having our Registered Office at _____ (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru –560 002 (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _____ day of _____ 2024.

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
    a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
    b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force upto and including _____ (Date) i.e. 90 (Ninty) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued.

Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date _____
Signature of the Bank _____
Seal of the Bank _____
Signature of the Witness _____
Name and Address of the Witness _____